IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 1898 OF 2007

Jaganath Krishnaji Deore... ....Petitioner.
V/s
Smt.Ratnaprabha Mohanlal & Ors..... ....Respondents.

Mr.R.G.Ketkar, Adv. For the petitioner.

CORAM: A.P.DESHPANDE, J.
31/7/07

PC:

The present petitioner is the original plaintiff who filed a suit for specific performance of agreement executed in his favour by respondent. During the pendency of the suit a part of the property agreed to be sold by the defendant to the plaintiff came to be acquired for public purpose and hence the petitioner moved an application seeking direction against the respondent-defendant to deposit the amount of compensation in the Court or in the alternative to furnish security for said amount. Rejection of the said application has given rise to the present writ petition. It has come on record that the petitioner had agreed to purchase the suit property for the sum of Rs.4,51,000/-. Out of the said amount of consideration by way of earnest money only Rs.51,000/- had been paid by the petitioner to the respondent. On account reduction of the area of the suit land the petitioner will be required to pay proportionate less amount if and in case his suit is decreed. There is no question of

securing the amount for the petitioner as the petitioner under the agreement does not get any right in the suit property. Section 54 of the Transfer of Property Act clearly so stipulates. The trial Court has rejected the application by placing reliance on a judgment in the case of ***Sujan Singh Sadhana*** v/s ***Mohkam Chand Jain & Ors.***, AIR 1983 P & H 180. I am in agreement with the view taken by the learned Judge of Punjab & Haryana High Court. There is no merit in the writ petition. Same is summarily dismissed.

31.7.07